

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VLISCO B.V., : x
Plaintiff, : Civil Action No: 1:21-cv-03815
v. :
AKN FABRICS INC. and ANAND KUMAR :
NAIR, :
Defendants. :
----- x

PERMANENT INJUNCTION ORDER ON CONSENT

This action having been commenced by Plaintiff Vlisco B.V. (“Plaintiff” or “Vlisco”) on April 29, 2021 against Defendants AKN Fabrics Inc. and Anand Kumar Nair (collectively, “Defendants” or “AKN”) alleging claims against Defendants, including, *inter alia*, copyright infringement, trademark infringement, unfair competition, and breach of contract; and

This Court having jurisdiction over the subject matter of this action, and over Plaintiff and Defendants; and

An Order to Show Cause for Preliminary Injunction having been issued by this Court on May 5, 2021 (ECF No. 16), based upon the pleadings and supporting documents submitted to this Court; and

Defendants, through counsel of record, having consented to the entry of a preliminary injunction order against them, pending the outcome of the instant Action and a Preliminary Injunction Order having been issued by this Court on May 28, 2021 (ECF No. 31); and

The Parties having now settled the controversies between them, including the instant Action, based on the terms and conditions of a separate Settlement Agreement, wherein Defendants have agreed to entry of this Permanent Injunction on Consent;

NOW THEREFORE, it is hereby CONSENTED TO, AGREED UPON, and ORDERED that:

1. Defendants and their officers, agents, servants, employees and attorneys, and all persons in active concert and participation with them are hereby permanently restrained and enjoined from:
 - a. designing, manufacturing, importing, distributing, supplying, advertising, marketing, promoting, offering for sale or selling or otherwise disposing of any products bearing any simulation, reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks as shown in the following U.S. Trademark Registrations (hereinafter collectively referred to as the "Registered Trademarks"), or any marks confusingly similar thereto, in connection with the sale of any unauthorized goods;

Trademark	Reg. No.	Reg. Date	Goods
VLISCO (Word Mark)	1,124,309	08/21/1979	IC 024: textile fabrics of vegetable and/or animal and/or artificial products or combinations thereof for making clothing, curtains, furniture coverings and the like
VVH and Sunset Design (Design)	2,152,318	04/21/1998	IC 024: cotton fabric
			
SUPER-WAX BLOCK PRINTS GUARANTEED REAL DUTCH PRINTED IN HOLLAND (Design)	2,183,657	08/25/1998	IC 024: cotton fabric
			
SUPER-WAX (Word Mark)	5,706,079	03/26/2019	IC 024: fabrics for textile use, sold unwaxed, such goods created using a wax printing process; unwaxed printed and dyed textile piece goods, namely, fabrics for textile use, sold unwaxed, such goods created using a wax printing process

- b. infringing Plaintiff's rights in the Registered Trademarks;
- c. designing, manufacturing, importing, distributing, supplying, advertising, marketing, promoting, offering for sale or selling any unauthorized products bearing designs identified in Exhibit 1 hereto (collectively, the "Agreement Designs"), or any other artwork that is virtually identical or substantially similar in overall appearance to the Agreement Designs;
- d. designing, manufacturing, importing, distributing, supplying, advertising, marketing, promoting, offering for sale or selling any unauthorized products bearing the copyrighted designs identified in Exhibit 2 hereto (collectively, the "Copyrighted Designs"), or any other artwork that is virtually identical or substantially similar in overall appearance to the Copyrighted Designs;
- e. infringing Plaintiff's copyrights in the Agreement Designs and Copyrighted Designs;
- f. possessing, receiving, manufacturing, distributing, advertising, promoting, returning, offering for sale or otherwise disposing of in any manner, holding for sale or selling any unauthorized goods, labels, tags, fabrics, textiles, logos, decals, emblems, signs, and other forms of markings, any unauthorized packaging, wrappers, pouches, containers and receptacles, and any unauthorized catalogs, price lists, promotional materials and the like bearing a copy or colorable imitation of the Agreement Designs, Copyrighted Designs, or Registered Trademarks;
- g. using any logo, trade name, or trademark, which may be calculated to falsely represent, or which has the effect of falsely representing that the services or

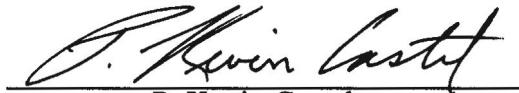
products of Defendants are sponsored by, or are in any way associated with

Plaintiff;

- h. falsely representing themselves as being connected with Plaintiff or sponsored by, or associated with, Plaintiff, other than through the publicity, promotion, sale, or advertising of goods lawfully bearing the Registered Trademarks; and
 - i. affixing, applying, annexing, or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent such goods as being those of Plaintiff and from offering such goods in commerce.
2. For the sake of clarity, nothing in this Permanent Injunction shall prohibit Defendants from importing, distributing, supplying, advertising, marketing, promoting, offering for sale or selling any authorized genuine products bearing the Agreement Designs and/or the Copyrighted Designs.
3. The Parties having entered into a separate Settlement Agreement, this Permanent Injunction is entered without an award of damages, costs or counsel fees to either Party.
4. This Court shall retain jurisdiction over the Parties in order to enforce the terms of this Permanent Injunction.
5. Should it become necessary for Plaintiff to enforce any term of this Permanent Injunction against Defendants, Plaintiff shall be entitled to seek recovery of its reasonable attorney fees and costs incurred in connection with such enforcement.

The Clerk is respectfully directed to terminate all motions and close the case.

SO ORDERED:



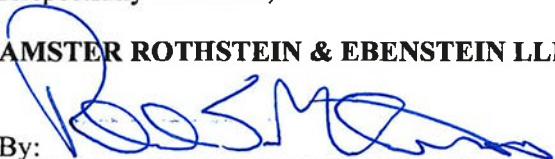
P. Kevin Castel
United States District Judge

Dated: New York, New York

September 30, 2021

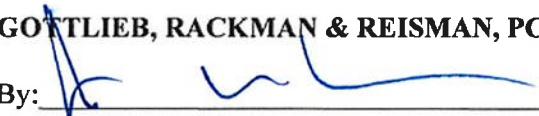
Respectfully submitted,

AMSTER ROTHSTEIN & EBENSTEIN LLP

By: 
Richard S. Mandaro

Anthony F. Lo Cicero
(alocicero@arelaw.com)
Richard S. Mandara
(rmandaro@arelaw.com)
90 Park Avenue
New York, New York 10016
Telephone: (212) 336-8000
Facsimile: (212) 336-8001
Attorneys for Plaintiff Vlisco B.V.

GOTTLIEB, RACKMAN & REISMAN, PC

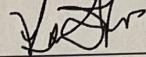
By: 
Jeffrey M. Kaden

Jeffrey M. Kaden
(jkaden@grr.com)
270 Madison Avenue
New York, New York 10016
Telephone: (212) 684-3900
*Attorneys for Defendants AKN Fabrics Inc. and
Anand Kumar Nair*

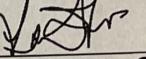
CONSENTS

The Undersigned hereby agree to the foregoing **PERMANENT INJUNCTION ON CONSENT:**

AKN Fabrics Inc.

By:  _____
Title: _____ President
Dated: _____ Sep 29, 2021

Anand Kumar Nair

By:  _____
Dated: _____ Sep 29, 2021